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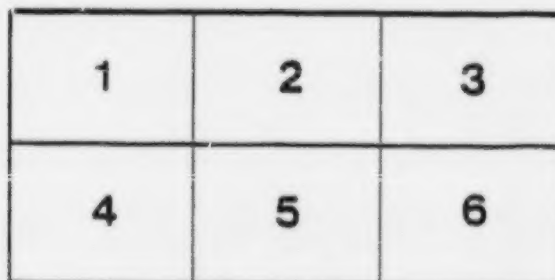
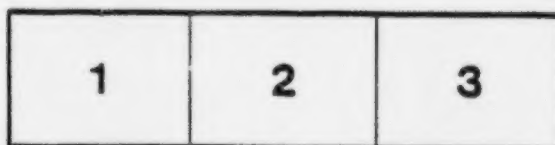
Memorial University of St. John's

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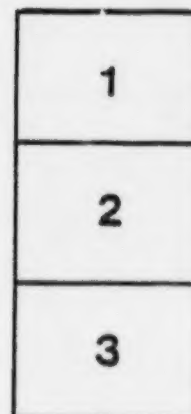
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RULES
—OF THE—
**NEWFOUNDLAND
MUTUAL MARINE**



INSURANCE CLUB.

ST. JOHN'S, N. F.
News Job Print.

1896.

It is earnestly requested that all Owners and Masters having Vessels insured in this Club should make themselves acquainted with the Rules and Regulations of the Club, as no excuse or plea of ignorance of said Rules will be admitted.

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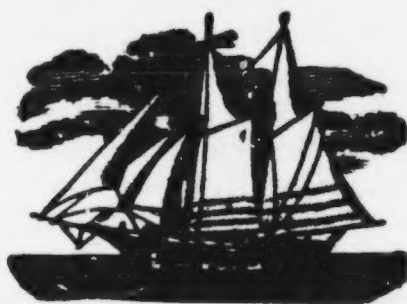
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COMMITTEE.

R. K. BISHOP, Esq., President.

J. S. PITTS, Esq.

JOHN B. AYRE, Esq.

ALEX. MACDOUGALL, Esq.

JAMES R. MOSS, Secretary and Treasurer,

SURVEYORS:

St. John's.—James R. Moss and Samuel Congdon.

Bay Roberts.—Hy. Dawe, Azh. Dawe. Stephen Parsons and William Mosedell.

Burin.—Wm. Collins, Robt. Inkpen and G. Inkpen,

Burgeo.—John Mathews and Amice Penel.

Brigus.—Thos. Spracklin and Henry Roberts.

Bonavista.—Robert Brown, Sr., and Joseph Durdie.

Carbonear.—Wm. Howell, Geo. Winsor and Stephen Jillet.

Catalina.—James Raymond and Robert Stevens.

Channel.—Nelson Bragg and William Warren.

Cupids.—Henry Bishop and George Smith.

Grand Bank.—Geo. A. Buffett and Thos. Hickman.

Greenspond...Darius Blandford, Edwin Edgar and Fred White.

Harbor Grace..John Spence, William Payne and W. S. Warren.

Herring Neck...Francis Miles and John Philpot.

King's Cove...John Monks and Thomas Doyle.

LaPoile.—Jos. LeSeilleur and Henry Jefferies.

Placentia...Wm. B. Bradshaw and J. P. Bradshaw.

Port de Grave...Capt. Hy. Dawe and Wm. Kelland.

Rose Blanche...P. A. Garcin and Henry Horwood.

Salvage.—William Moss.

Trinity...Edward Spence and George Spence.

Twillingate...Andrew Roberts and Frank Roberts.

Wesleyville.

RULES

OF THE

Newfoundland Mutual Marine Insurance Club.

1.—“This Society shall be designated “THE NEWFOUNDLAND MUTUAL MARINE INSURANCE CLUB,” and shall consist of all such owners of Registered Deck Vessels employed in the Fisheries of this Island, including Banks and Labrador, as shall subscribe to the Rules hereinafter laid down for the purpose of communicating and receiving reciprocally the benefit of a Mutual Insurance.

2.—No Vessel will be admitted, unless the Rules of this Society are signed by the Owner, or Legal Representative of such Owner. Each Owner or Underwriter shall sign for each Vessel he may enter respec-

tively; and when the Registered Owner or owners are prevented by distance, or otherwise, from signing the Rules in person, he or they shall appoint an Attorney or Agent to sign in his or their behalf, which authority shall in all cases be in writing, and left with the Secretary at the time of signature; and service of process on such Agent or Attorney shall be sufficient service on his principal.

n/wik Any person desiring to insure in the Club a Vessel of which he is not the Owner may do so by subscribing to the Rules and writing opposite to or over his name the word "Underwriter" and the name of the Owner. In any such case the person so signing shall become personally liable for contribution towards all claims for losses payable on account or in respect of the Vessel so insured. In case of the loss of any such vessel the underwriter shall have the right to receive the insurance money on account of the owner.

3.—In any case in which a vessel entered for Insurance in this Club is mortgaged, the person applying for Insurance shall state in the application the name of the

mortgagee and the amount of the mortgage claim, failure to do so shall vitiate all claims on this Club. No Vessel which is mortgaged by the owner shall be eligible for acceptance by this Club, unless this rule is complied with, and the Secretary, shall forthwith notify the Mortgagee of the fact; and in case he shall sign a consent to that effect, the Insurance shall be, in the first place, for his benefit to the extent of his mortgage claim, and he shall be liable, as an Underwriter, to the extent of his mortgage claim, for contributions towards losses, in case the owner or mortgagor fail to pay the same.

4.—Every Owner, Underwriter and Mortgagee in this Club, shall, if required, on entering a Vessel, deposit in the hands of the Secretary, good and sufficient security in writing, to the satisfaction of the Committee for such Vessel's proportion of all losses that may occur. Those persons who at present date have not paid the amount of their losses for the past year's insurance shall not be permitted to enter vessels in this Club until they pay the said amount.

5.—Any person appearing at a meeting

of this Club to represent an Owner or Owners, and who is not his or their accredited Agent, shall produce a power of Attorney, which document, when so produced, shall be recorded by the Secretary.

Entrance Fee—Under 50 tons, One Dollar; above 50 tons, Two Dollars.

6.—The Club shall not insure any one Vessel in more than Five Thousand Dollars; but in the event of any Vessel being valued at any more than that sum, the Owner or Owners shall be at liberty to insure the extra value—less one-tenth of her total value—in any other society of underwriters, or bear the risk himself, and he or they shall be entitled to their proportion of any wrecked materials that may be saved should the Vessel be lost.

One-tenth of the value of all Vessels insured shall be at the risk of the Owner or Owners, and shall be uninsurable, and when Vessels shall be North of the line of Belle Isle, one-fifth of the value shall be at risk of the Owner or Owners and shall be uninsurable.

7.—Each member of the Club shall underwrite on each particular Vessel his proportion of the amount which she is insured in this Society, and bear reciprocally his proportion of any total loss that may happen, whether at Sea or in Port, arising from Seas, Winds, Rocks, Shoals, Ice, and all dangers and accidents of Navigation; as well as from Fire, Lightning, Enemies, Pirates or Thieves, provided the Master has done his duty to prevent the same; and also such partial loss to the Hull, Tackle or Apparel of the Vessel, arising only from the stranding of such Vessel, or collision, as shall amount, with the necessary incidental expenses, to Fifteen per cent. of the sum insured, and in no case shall the Club be liable for more than Seventy-five per cent. on the sum insured. But this Society shall in no case be liable for claims for losses in cases of Jettison or of General Average. And for all contributions required under this Rule the Society shall have a lien on each Vessel for her respective proportion of all losses. This Rule shall not prevent the Committee in their discretion from awarding gratuities in special circumstances or for meritorious services.

8.—This Club does not insure against loss arising from illicit trade or barratry of the master or mariners.

9.—This club shall insure all Vessels entered and approved of, for the Cod Fisheries of the Island, including the Banks and Labrador ; also Vessels engaged in the Coasting Trade and Vessels engaged in Trading Voyages which may be approved of by the Committee within the limits of this Government and its Dependencies : and also when voyaging to or from the United Kingdom, Channel Islands, Portugal, Spain Sardinia, Italy, Malta and Ionian Islands, (inclusive), the West India Islands, the port of Demerara and Brazil, as far south as Bahia (inclusive), British North America and the United States, as far south as Baltimore (inclusive), from March 15 until the Thirty-first day of December following, subject to the following restrictions. *viz* :— That no vessel shall leave any port or place in Newfoundland, for any port or place in the United Kingdom, Channel Islands, Portugal, Spain, Sardinia, Italy, Ionian Islands, West India Islands, Port of Demerara or Brazil, at the risk of this Club, after the First day of December ; nor for any

port in British North America or the United States, after the Fifth day of December, except Cape Breton, for which place vessels shall be allowed to leave to Tenth day of December; and that no Vessel shall leave any port or place in the United Kingdom, Channel Islands, Portugal, Spain, Sardinia, Italy, Ionian Islands, West India Islands, Demerara or Brazil, for any port or place at the risk of this Club, after the Twentieth day of November; nor the United States or British North America after the Tenth day of December, except Cape Breton, where Vessels are allowed to Twentieth day of December; and any Vessel violating these restrictions shall not, if lost or under average, be paid for by this Club.

No vessel entered for Insurance in this Club shall

- (1) Go North of 50 deg. N. Latitude before the 1st day of May or after the 20th November, or be North of 51 deg. after the 25th day of November.
- (2) Engage in the prosecution of the Seal Fishery.

The infraction of any of these Rules shall *ipso facto* terminate the Insurance upon the Vessel for infringing.

10.—The owners of all Vessels entered shall be liable for their proportions of all losses that may occur in the Club after the 15th day of March at noon, and no Vessel shall be at the risk of this Club, or paid for if lost, whether at sea or in port, after the 31st day of December at noon.

11.—A *bona fide* change of ownership by legal transfer shall be considered as cancelling the insurance from the time of such transfer, the vessel being accountable for her proportion of all losses at the time of such transfer. Written notice of such change of ownership shall be given to the Secretary, by the insured, immediately on the same taking place.

12.—No change of Master shall take place without the approval of the Committee, except in a port outside Newfoundland, where the change is unavoidable, and the consent of the Committee cannot be obtained.

13.—For the management of the business of this Club the following officers shall be appointed, viz. : A Committee of five Members of the Club (of whom three shall form a quorum for all business purposes) who shall represent the whole body, individually and collectively ; a Secretary-Treasurer, and necessary Surveyors.

14.—The duty of the Committee shall be to revise all valuations made by the Surveyors on Vessels proposed to be entered in this Club, to satisfy themselves as to the competency of the Masters, and to pass and refuse all claims for loss. They shall be governed in their decisions by these Rules, which decisions shall be final ; provided that no member of the Committee shall vote in any case wherein he is a claimant for a loss, and, should he do so, the decision of the Committee shall be invalid and of no effect. In the event of any of those nominated at this meeting as Committee men having died, or not attending at the time appointed, having been duly notified by the Secretary, any three attending, being unanimous in their choice, are empowered to elect some fit and proper person to complete the number. This

Society invests full power and authority in a quorum of the Committee, to admit or reject any Vessel they may think proper, within the limits prescribed by these Rules.

In case of death, sickness, or absence of any one or more of the Surveyors, it shall be lawful for a quorum of the committee, all agreeing, to appoint a substitute or substitutes *pro tem.*, as well as to appoint special Surveyors, in any case where the services of Surveyors are required out of the district, and the ordinary Surveyors are not available. And any member of the Committee shall be eligible to act as a Surveyor in the absence of any of the ordinary Surveyors. Fees for members of the Committee shall be Two Dollars each member, and Three Dollars for President for attendance at the meeting.

15.—The duty of the Secretary shall be to receive the Surveyors' report, and to call meetings of the committee, to consider the valuation of the several vessels offered for Insurance; and he shall deliver to the owners of each Vessel passed, or to his agent, a certificate, stating the value of each Vessel, and the sum at which she is insur-

ed by the Club, which certificate shall be a security to the owner or owners, and as valid as a policy issued at Lloyd's. The Secretary shall also keep the accounts of the Club, and collect from each member the expenses allowed for conducting the business of the Society, and all money due for losses at the time hereinafter mentioned. viz:—On or immediately after the second Tuesday in January he shall call a meeting of the Committee, for the purpose of settling claims of the past season, and shall with all possible despatch, after the case is decided by the Committee, collect the total amount awarded, from persons liable therefor, and pay the same immediately to the lawful claimant. He shall call and attend all meetings when requested, either by the Committee or a party interested, and shall furnish an inventory of any wreck in case of loss. He shall provide all stationery, and give each member of the Club, and each Master before he proceeds on any voyage, a copy of these Rules in print, and, if required, a list showing the names, values, and sums insured on all vessels admitted in the Club, as soon as the same shall be completed. He shall act as Auctioneer in the

disposal of wrecked property, upon which he shall be allowed a commission of two-and-a-half per cent., and shall act as the lawful Attorney of the Club under the direction of the Committee; and as a remuneration for such services he shall receive from the owner of each Vessel admitted, for part or whole of her value in the Club, at the following rate:—For vessels under Fifty tons—Two dollars each. For vessels Fifty tons and under Seventy tons—Three Dollars each. For Vessels Seventy tons and under One Hundred tons—Four Dollars each. For Vessels One Hundred tons and above—Five Dollars each, according to scale, (payable on delivery of the Certificate), also One-half per cent. for collecting losses, to be paid by the claimant; and for the due performance of his duty, and for all money paid into his hands belonging to the Club, he shall, if required, give good and sufficient security to the Committee in the sum of Two Thousand Dollars.

16.—The duty of the Surveyors shall be, when required by either the owner or the Secretary, to examine the Vessel proposed for admission, and to see that her hull,

spars, rigging and running gear, with one whole suit of sails, are in good and proper order; also two pumps, with pump gear complete—one spare set of upper and lower boxes, one storm trysail, or one spare foresail, two bower anchors, one steam anchor and one kedge, one small warp, one hauling line, one banking cable—not less than 150 fathoms long, one chain cable about 60 fathoms long; when not engaged in the Bank Fishery, and not any banking cable on board, one second chain cable of the same size and dimensions; all to be in accordance to size of Vessels:

Vessels 30 tons and under, 2 chains—Length, 45 and 30 fathoms, size 9-16 and 8-16.

Vessels 45 tons and under, 2 chains—Length, 45 and 45 fathoms, size 12-16 and 10-16.

Vessels 60 tons and under, 2 chains—Length, 60 and 45 fathoms, size 13-16 and 11-16.

Vessels 75 tons and under, 2 chains—Length, 60 and 60 fathoms, size 14-16 and 12-16.

Vessels 100 tons and under, 2 chains—Length, 75 and 60 fathoms, size 1 and 14-16.

One riding light—globular lantern, one set of side lights, one bell, one patent fog horn. These to be in accordance with the Board of Trade Regulations. One brass-bowl compass, one wood-bowl compass; with every other requisite, and in all respects fit to prosecute the intended voyage. They shall be satisfied that the Master is

competent to take charge of the said Vessel; and having in every respect satisfied themselves that no impediment exists against her being received, they shall examine her Register, copy the heads thereof in their Record Book and hand over to the Secretary, in each case, a certificate of their opinion as to the Vessel's condition, her class and value. For the guidance of Surveyors, in valuing all Vessels admitted into the Club the following Rule shall be observed, viz:—Vessels shall be classed and valued according to age and material of build.

Every vessel shall be inspected by at least two Surveyors for admission. Vessels entered must be surveyed before proceeding on the voyage; it being always understood that Vessels not in port can be entered in this Club, on the opening thereof, at the valuation of the Committee, subject to survey on arrival here; such Vessel shall be warranted not lost at the date of entry, and should she be lost before that time she shall not be paid for by this Club. And whereas there may be Vessels belonging to persons within the limits of this Club, at the opening thereof, at places where no Special Surveyors are

appointed, the Committee are hereby empowered in such cases to receive the testimony of two trustworthy residents, as to the condition of such Vessels, and to admit them into this Club, subject to survey on arriving where there are Club Surveyors. It shall be the further duty of the Surveyors to see that every Vessel be either hove out or put on the slip, at least once during the year; this Rule not to apply to Vessels zinced or coppered. No person shall survey a Vessel in which he is interested. For the due performance of these duties the Surveyors are to receive from the owners Two Dollars for each Vessel surveyed and admitted into this Club. After the appointment of Surveyors they shall be required to be sworn on oath, for the honest discharge of their duty.

Any Vessel insured in this Club shall be liable to be inspected at any time or place by the Secretary. or any Surveyor, and if all materials as required by Rule 16 are not found on board, the Secretary or Surveyors shall report same to the Committee and the Committee shall have power to reduce insured value of such vessels 20 per cent. in the event of her loss occurring;

and this Rule shall not be held to deprive the Underwriters of any remedy or defence which they otherwise would have, in the event of a claim for loss, by reason of the absence of, or defect in any of the gear or material required by said Rule.

All vessels insured in this Club must on their first arrival in St. John's in any year be reported to the Secretary. Any neglect in complying with this Rule may cause unnecessary trouble in the event of a loss.

When the Surveyors belonging to the Club are called upon to survey in special cases, they are to receive Two Dollars each for such special services, and the said fee shall be paid to such Surveyors, by the owner of the Vessel.

17.—Should any difference arise between the owner or underwriter of any vessel admitted into this Club and the Surveyors, such difference shall be submitted to the Committee and the Secretary; the majority of the Committee shall determine the same.

18.—When any Vessel insured in this Club becomes wrecked or stranded it shall

be the duty of the Master and Crew to use every possible effort to save the hull and material, and, if possible, to communicate with the Committee or the Secretary, and should the wreck or stranding be in a place where the Master cannot so communicate, he shall then call two Special Surveyors (members of the Club, if possible,) to examine and report upon the condition of the wreck. Should the Surveyors find and report, and be prepared to declare on oath, before a Magistrate or Notary Public, that in their opinion it would cost more than 75 per cent. of the valuation to repair the Vessel and get her off, the Master may employ an Auctioneer to sell the hull and materials by public auction. Should the Surveyors be not prepared to make the above declaration, and should it be too late in the season to repair and float the vessel the Master shall leave the hull and materials in charge of some trustworthy person and await instruction of Committee. In all cases the Master shall employ men, if necessary, at the expense of the Club, to strip the Vessel and freight the material to St. John's, and place the same at the disposal of the Secretary, or otherwise to store the materials in a place of safety at

the risk of the Club, but in no case shall the wreck or materials be given up to a Wreck Commissioner without consent of the Committee of this Club. The Master shall note protest and furnish the Secretary therewith, as also an inventory of the wreck saved, immediately on his arrival home. In all cases of total loss, the wreck or material saved, or the proceeds thereof, shall belong to and go to the benefit of the Club. Provided that in any case in which the right to abandon is disputed, the taking possession or control of such wreck or material by the Club or its committee or agents, shall not (in any case) be held to be of itself evidence of an acceptance of abandonment by the underwriters in any case in which the right to abandon is disputed by the Club. Expenses of Notarial and other documents in all cases to be borne by the owner. The Committee shall not pass any loss unless they are satisfied that the spirit of this Rule has been complied with. Should any Master violate or fail to comply with the provisions of this Rule he shall be disqualified from taking charge of any Vessel that may hereafter be insured in the Club, except with special sanction of the Committee.

Should any Vessel be stranded and afterwards be got off, or come into collision with any other Vessel, the Master shall report to the Secretary immediately upon his arrival at the first port or place from which it is possible to communicate; and such Vessel shall not be allowed to proceed on her voyage without the consent of the Committee. In case of any violation of this Rule the insurance upon the Vessel in the Club will thereupon terminate.

That in settlement of averages, caulking shall not be allowed unless the vessel has been thoroughly caulked all over within three years, and the difference of price between new and old metal or zinc shall not be allowed if the same has been on more than three years.

That the usual deduction of one-third new for old shall not be made for any claim in respect of average until the end of one year from the date of first registry, or say 12 months after the vessel has been at sea.

In every case of loss the Master and Mate (if any), or two of the Crew, when

practicable, shall be examined before the Committee, touching such loss.

19.—Any Vessel insured in this Club suffering damage or destruction while at St. Pierre, Miquelon, or any other unsafe harbor, or while discharging or loading on an open shore, strand or cape, or carrying dead weight, such as sand, bricks, ore, stone, etc., shall suffer a deduction of Ten Dollars per cent. on the sum insured.

20.—When any claim for loss shall be made on this Club and proved to have risen from, or been caused by, the wilfully improper conduct of the Master of the Vessel, or which by exertion on his part might have been prevented or lessened in extent, or when any Vessel on abandonment is set fire to, or burned by the Master or Crew, the name of such Master, and a short statement of the misconduct or neglect complained of, the name of Vessel, date of loss, &c., shall be recorded in the books of the Club, and he shall be disqualified from having charge of any Vessel that may hereafter be insured therein.

21.—If any difference shall arise between

the owner of any Vessel insured in the Club and the Committee in relation to any claim for loss or damage, or any other matter affecting the insurance, such difference shall be referred to the arbitrament and award of three Arbitrators, one to be chosen by the Committee and one by the Insured; and in the event of either party refusing, for fourteen days after the appointment of the Arbitrator by the other party to appoint another, the other party may appoint a second, and in either case the two appointed shall forthwith appoint a third, and the said arbitrators shall consider and decide upon the matter in dispute, according to the terms and conditions of these Rules and the laws of this Colony, and the award of the said Arbitrators or any two of them, shall be final and binding upon both parties. And it is hereby agreed and declared that the insured shall not be entitled to maintain any action at law or suit in equity under these Rules, until the matter in dispute shall have been referred to and settled by Arbitrators appointed as hereinbefore specified, and then only for such sum as the Arbitrators shall award; and the obtaining of the decision of such Arbitrators on the matters in dispute is

hereby declared to be a condition precedent to the right of the insured to maintain any such action or suit. This submission may be made a Rule of the Supreme Court upon application of either party.

22.—Should the Committee refuse to allow the claim of any individual, who may in consequence enter an action at law, each member of the Club shall bear his respective portion of the cost of defending such suit; and it is also agreed that all claims against this Club shall be null and void, unless prosecuted within twelve months from date of accident or loss.

23.—Should any owner or underwriter neglect or refuse to pay the amount of his contribution to any claims which have been passed by the Committee and stated as between the Club and the assured, or awarded by Arbitrators under the preceding Rule, an action to recover the amount of said contribution may be taken against each owner or underwriter by and in the name of the President or Secretary of the Club, on behalf of the assured, and in the same action may be included claims for

any number of losses for which such owner or underwriter may be liable.

24.—In order to prevent doubts as to the extent of the liability of the Underwriters in the Club in respect of work or materials which may be done, or furnished, or required by order of a Government or Lloyd's Surveyor, it is understood and declared that in any case of partial loss or damage, the Club shall be liable only for such work or material as shall be necessary to restore the Vessel to as good a condition as before the accident; and that any additional, superior or extra strappings, fastenings, or strengthenings, whether ordered by such Government or Lloyd's Surveyor, or otherwise, shall be at the cost of the owner.

25.—Where dates are mentioned in these Rules, it is understood that the day begins or terminates at noon.



ERRATUM.—Page 15, line 6, for "steam anchor" read "*stream anchor*."